

JPA File No.: 07-019
AG Contract No.: KR07-0439TRN
Project: Traffic Signal
Section: SR 260 & Yellowjacket Drive
TRACS No.: HX096 01C
Statewide Signal Funds 70207
Globe District Minor Funds 74407

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINETOP-LAKESIDE

THIS AGREEMENT is entered into this date April 18th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PINETOP-LAKESIDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 & 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. The State shall design and construct a 4th approach to the traffic signal at the junction of SR 260 and Yellowjacket Drive (MP 351.00), estimated at \$350,000.00, hereinafter referred to as the "Project". The State will operate and maintain the traffic signals listed on Exhibit "A" attached hereto and made a part hereof and continue maintaining the existing traffic signals at the intersection of SR 260 and Yellowjacket Drive upon completion of the Project. The Town shall contribute an amount of \$26,000.00 towards the Project and continue to provide the electrical power to the new traffic signal and all of the Traffic Signals listed on Exhibit "A".

4. The parties hereto agree should any change or modification to the Project will only occur with mutual written consent of both parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28874
Filed with the Secretary of State
Date Filed: 4/18/07
James K. Shivers
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Invoice the Town, after the execution of this Agreement for the Town's contribution of \$26,000.00 towards the Project.

b. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, submit plans to the Town for their appropriate comments.

c. Advertise for bids and award one or more construction contract(s) for the Project. Administer the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

d. Upon completion of the Project perform the final inspection and notify the Town in writing that the Project has been constructed in accordance with the proper specifications and has been completed.

e. Provide all maintenance and operation for the Traffic Signals and associated electrical equipment at the intersection locations identified in Exhibit "A".

2. The Town shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Grant the State, at no cost, a temporary construction easement for work outside of the State's right-of-way.

c. All costs attributable to any engineering change orders requested by the Town shall be the sole responsibility of the Town.

d. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the Town.

e. Provide the electrical power to operate the Traffic Signals identified in Exhibit "A", at the Town's expense.

e. Upon receipt of an invoice from the State, remit to the State an amount of \$26,000.00.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion and reimbursements; provided herein. However, any provisions for electrical power, provided by the Town shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the Town fails to budget or provide for proper and perpetual electrical power as set forth in this Agreement, the State shall in no way be obligated to maintain said Project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Town of Pinetop-Lakeside
Attn: Tom Thomas
1360 North Niels Hansen Lane
Lakeside, AZ 85929
Phone # 928-368-8696
Fax # 928 368-8528

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF PINETOP-LAKESIDE

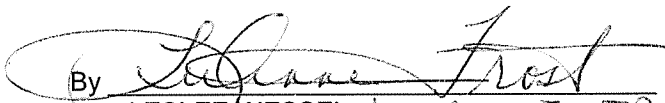
STATE OF ARIZONA

Department of Transportation

By 
LARRY VICARIO
Mayor

By 
MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST:

By 
LESLEE WESSEL LU ANNE FROST
Clerk

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 07-908

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT, A.G. CONTRACT KR07-0439TRN, BETWEEN THE TOWN AND THE STATE OF ARIZONA.

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions of the Intergovernmental Agreement between the Town and the State of Arizona, A.G. Contract No. KR07-0439TRN, regarding the traffic signal at Yellow Jacket Drive and State Route 260.

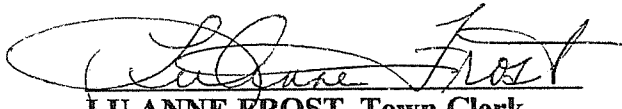
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve the Intergovernmental Agreement with the State of Arizona, A.G. Contract No. KR07-0439TRN.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pinetop-Lakeside this 5th day of April 2007.

TOWN OF PINETOP-LAKESIDE


LARRY VICARIO, Mayor

ATTEST:


LU ANNE FROST, Town Clerk

APPROVED:

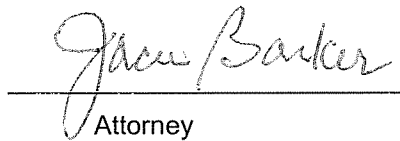

JACK BARKER, Town Attorney

**ATTORNEY APPROVAL FORM
FOR
THE TOWN OF PINETOP-LAKESIDE**


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the **TOWN**, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the **TOWN** under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of April, 2007.



Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
---	--	--

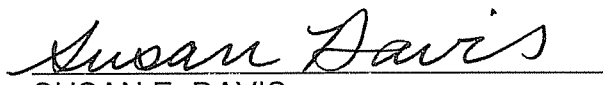
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0439TRN (**JPA 07-019**), an Agreement between public agencies, i.e., The State of Arizona and Pinetop-Lakeside, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 12, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1008696
Attachment

EXHIBIT A

Signalized Intersections

1. SR 260, Junction Porter Mountain Road
2. SR 260, Junction Woodland Road
3. SR 260, Junction Yellowjacket Drive
4. SR 260, Junction Yeager Lane
5. SR 260, Junction S. Penrod Avenue
6. SR 260, Junction Pondersosa Parkway/Bucksprings Road